

.kyoto

Domain Name Registration Policies

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Definitions

Accredited Registrar	means an ICANN accredited registrar that has entered into an agreement (“the Registry-Registrar Agreement”) with the Registry Operator and is authorized to register names in the .kyoto TLD.
Applicant	means an individual or entity that applies to register a .kyoto domain name with an Accredited Registrar.
Domain Name	means a name at the second level within the .kyoto TLD.
General Availability	means the period commencing after the launch phases during which available Domain Names can be registered on a first-come, first-served basis, under the process described in Chapter 4 of this policy.
ICANN	means the Internet Corporation for Assigned Names and Numbers.
Kyoto Jyoho Gakuen	means the incorporated educational institution, accredited by the Ministry of education, the Kyoto College of Graduate Studies for Informatics (KCGI, kcg.edu). Kyoto Jyoho Gakuen is the Registry Operator.
Policies	means these .kyoto Domain Name Registration Policies, the Acceptable Use Policy, Nexus Enforcement Policy and any other policy pertaining to the operation of .kyoto including all annexes and any interpretative guidelines published by the Registry in relation to these policies, as may be amended from time to time.
Premium Name	means a Domain Name that may be made available for registration at a premium fee or initially reserved by the Registry to be auctioned or sold at a later date.
Registration Fee	means the fee charged by the Registry to the Accredited Registrar for the registration of a Domain Name in the .kyoto TLD.
Registrant	means the individual or entity in whose name a Domain Name is registered.
Registry	means Kyoto Jyoho Gakuen
Reserved Name	means a Domain Name listed in the Reserved Name List that is withheld from registration.
SMD File	means Signed Marked Data file. This is a file issued to trademark holders by the Trademark Clearinghouse. A valid SMD file or its contents are required to register a domain name during the Sunrise Phase.
Sunrise	means the priority trademark registration phase governed by the terms of the ICANN Trademark Clearinghouse Rights Protection

Mechanism Requirements. The .kyoto Sunrise Phase gives trademark holders the opportunity to protect their trademarks in the .kyoto namespace prior to the opening of General Availability. The holder of a mark registered in the Trademark Clearinghouse will be entitled to submit an Application for a string exactly identical to the mark, in accordance with the provisions laid down in Chapter 1 hereof;

Sunrise II

means the priority registration phase for local government, public institutions, and trademark holders not eligible to participate in Sunrise. Holders of trademarks in non-ASCII scripts, regional collective marks and other rights holders are eligible to apply during this phase. Where duplicate applications are received, priority will be given first to applications from local government and public institutions. Applications will be accepted in accordance with the provisions laid down in Chapter 2 hereof;

TLD

means Top-Level Domain

Trademark Claims Notice Service

one of the trademark rights protection mechanisms introduced by ICANN to support the protection of trademark rights during the launch phases of new gTLDs. The Trademark Claims Notice Service will be in effect throughout the Sunrise II and Land Rush phases and for the first 90 days of General Availability. During this time (i) potential registrants will receive real-time notification when attempting to register a name that corresponds to a trademark registered in the Trademark Clearinghouse, and (ii) Trademark holders will be notified when a name corresponding to their trademark is registered.

Trademark

Clearinghouse (TMCH) A repository of trademark data that supports the protection of trademark rights in new gTLDs. Registering a trademark in the clearinghouse is a pre-requisite for Sunrise applications in all new gTLDs. The Trademark Clearinghouse also supports provision of the Trademark Claims Notice Service.

UDRP

means the Uniform Dispute Resolution Policy as described at <http://www.icann.org/dndr/udrp/policy.htm>.

URS

means the Uniform Rapid Suspension (System) procedure and rules.

Introduction

This Policy describes:

1. the terms under which Applications can be submitted to the Registry during the launch phases of .kyoto, as well as how the Registry will deal with Domain Name Registration requests;
2. the way in which Applications will be processed and, insofar as these Applications are submitted during the Sunrise or Sunrise II periods, validated; and
3. in general, all the technical and administrative measures that the Registry shall use to ensure proper, fair, technically stable administration of the .kyoto TLD, setting out the basic rules and procedures applicable to:
 - Applicants submitting an Application with the Registry;
 - the Registry;
 - the Accredited Registrars;
 - the Trademark Clearinghouse Operator; and
 - any natural person or entity interested in registering a Domain Name.

The most recent versions of the Acceptable Use Policy and all other policies governing the operation of the .kyoto TLD are available on the Registry Website at <http://nic.kyoto> or upon request to newgtld@gmoregistry.com.

Purpose and Principles of the .kyoto TLD

.kyoto is a GeoTLD for the city of Kyoto, Japan, operated by Kyoto Jyoho Gakuen. GeoTLDs are domain extensions that represent cities, states or geographic regions. All GeoTLDs are supported by their respective governments.

The mission and purpose of .kyoto is to create a high performance top-level domain registry that fosters global communication, improves international commerce, and expands the online communities of Kyoto.

Kyoto Jyoho Gakuen has identified four objectives within its mission:

1. Operate and maintain a safe, stable top-level domain registry while projecting exemplary operational standards for other geographic top-level domains.
2. Play a role in improving the Kyoto brand on a local and international scale.
3. Create a top-level domain which Kyoto residents and companies alike can be proud to use.
4. Contribute to ideas of free competition, democratic administration, and technological edge.

Launch Phases

Phase	Length	Description
Sunrise	October 1, 2015 (03:00 UTC) – November 30, 2015 (14:59 UTC)	Priority advance registration period for trademark rights owners with trademarks registered in the Trademark Clearinghouse. Multiple Applications to be determined by Auction;
Sunrise II	December 2, 2015 (03:00 UTC) – December 25, 2015 (14:59 UTC)	Priority registration period for local government, public institutions, and rights holders not eligible to participate in Sunrise. Priority will be given to Applications from local governments and public institutions. Applications accepted for Domain Names that were not allocated during previous phases or otherwise reserved by the Registry. Multiple Applications to be determined by Auction;
Land Rush	January 4, 2016 (03:00 UTC) – February 3, 2016 (14:59 UTC)	Advance registration period. Any interested party able to meet the Eligibility Requirements set forth in this policy shall have the opportunity to submit one or more Applications for Domain Names that were not allocated during previous phases or otherwise reserved by the Registry. If more than one Applicant submits an Application during this phase for an identical Domain Name, the successful Applicant will be determined by Auction;
General Availability	February 10, 2016 (03:00 UTC)	Period commencing after Land Rush where available Domain Names can be registered on a first-come, first served basis by any interested party able to meet the Eligibility Requirements;
Trademark Claims Notice Service (Phase 1)	Throughout Sunrise II, Land Rush and for the first 90 days of General Availability	Period during which (i) the registrar is required to provide notice to all potential Domain Name Registrants who attempt to register a domain name that matches a Trademark Record verified by the Trademark Clearinghouse (“a Claims Notice”) and (ii) The Trademark Clearinghouse will provide Notice of Registered Names (“NORNs”) to trademark holder;
Trademark Claims Notice Service (Phase 2)	Ongoing	During Phase 2, trademark holders will continue to receive notification from the Trademark Clearinghouse when a label matching their mark is registered, but potential Registrants will no longer be notified by the registrar when attempting to register a Domain Name that matches a Trademark Record in the Trademark Clearinghouse.

*Kyoto Jyoho Gakuen reserves the right to revise or extend the schedule of any of the above launch phases at its sole discretion. However, the Sunrise Phase will last for a minimum of 60 days and the Trademark Claims Notice Services (Phase 1) will be in effect for at least the duration of Sunrise II, Land Rush and the first 90 days of General Availability. Kyoto Jyoho Gakuen will provide at least 10 calendar days notice of any change to the commencement of the Sunrise Phase and at least four calendar days notice of extension to any other Launch phase via the Registry Website.

Chapter 1. The Sunrise Phase and Trademark Claims Notice Services

1.1. Purpose and Principles

The Sunrise Phase and Trademark Claims Notice Services are rights protection mechanisms required by ICANN to support the protection of verified legal rights for Trademark holders.

The Sunrise Phase provides holders of Eligible Trademarks with the opportunity to apply for and register Domain Names that correspond with such trademarks, as set out in this Chapter.

During the first phase of the Trademark Claims Notice Services, registrars will display real-time notices to customers that attempt to register a domain name matching a Trademark Record in the Trademark Clearinghouse. If the Applicant proceeds to register the domain name, the Trademark Holder will receive notice of the registration.

The Sunrise Phase and Trademark Claims Notice Services are facilitated by the Trademark Clearinghouse, a centralized database of trademark data used by all new gTLD registries. Registration in the Trademark Clearinghouse is mandatory for all applications for domain names during the Sunrise Phase.

1.2. Sunrise Eligibility Requirements

Only registered owners, licensees or assignees of Eligible Trademarks (defined in section 1.3) may participate in the Sunrise Phase. Applications to register domain names are submitted to the Registry by an Accredited Registrar who acts on behalf of the Applicant, but for its own account.

The Registry will only effectuate a Domain Name Registration insofar and to the extent that:

- the Domain Name meets the Registration Eligibility criteria set out in Chapter 4 of these Policies;
- the Domain Name corresponds exactly with a trademark registered by the Applicant in the Trademark Clearinghouse;
- a valid SMD file is submitted at the time of Application;
- the Application matches a label contained within the SMD file; and
- the Domain Name is available.

The Registry may reject, revoke or delete at any time, any Application or resulting registration of a Domain Name if it appears that the Applicant did not fulfill the eligibility requirements, without the Applicant or Domain Name Holder being entitled to any reimbursement or compensation as a result of such rejection, revocation or deletion.

1.3. Eligible Trademarks and Domain Name Applications

“Eligible Trademarks” may be one of the following:

- nationally or regionally registered trademarks;
- court-validated marks; and
- marks protected by statute or treaty

An “Eligible Trademark” is a trademark that meets all of the requirements described in the Trademark Clearinghouse Guidelines (<http://www.trademark-clearinghouse.com/>) and has been verified and registered in the Trademark Clearinghouse Database.

During the Sunrise Phase, the Domain Name applied for must be an identical match to a label contained within the SMD file submitted with the Application. Domain Name Applications must also meet the syntax requirements in Chapter 4.3 of this Policy.

1.4. Validation of Sunrise Applications

Applications submitted during the Sunrise Phase are subject to validation by the Registry with the Trademark Clearinghouse, which is a condition precedent for the Registry to proceed with the registration of the Domain Name requested in the Application.

The Registry will only process complete Applications submitted with a valid SMD file.

If the Registry is unable to validate the SMD file or if the requested string does not match a label contained in the SMD file, the Application will be rejected.

1.5. Sunrise Duration, Process and Term of Registration

The Sunrise Phase will be open for 60 calendar days. The Registry may, at its discretion extend the Sunrise Phase at any time. Notice of any extension will be published on the Registry Website.

During the Sunrise Phase, Applications for Domain Name Registrations shall be submitted to the Registry through an Accredited Registrar together with a valid SMD file.

After the close of the Sunrise Phase, the Registry will validate all applications received. If an Application is successfully validated and the Registry has received no other Applications for the string, the Domain Name will be allocated to the Applicant and the Registration Fee will be charged to the Registrar. In cases where two or more successfully validated Applications are received for the same Domain Name, the successful Application will be determined by Auction.

Domain names may be registered for 1 year during the Sunrise Phase. Domain names registered during the Sunrise Phase may not be transferred for 60 calendar days.

1.6 Domain Name Allocation during Sunrise

Single Applications

With the exception of Domain Names that are Reserved Names or Domain Names allocated to the Registry, Domain Names that receive only one Application in the Sunrise Phase, and are successfully validated according to these Policies will be allocated to the Applicant.

The Registry shall allocate the Domain Name to the Applicant within 7 business days of the close of the Sunrise Phase, and the Registration Fee will be charged to the Registrar.

Multiple Applications

All applications received during the Sunrise Phase are treated as received at the same time, which will be the time of the close of the Sunrise Phase. If more than one Application for an available Domain Name is received during the Sunrise Phase, those Applicants will be invited to participate in an auction and the Registry will award the Domain Name registration to the Applicant that prevailed. Bidding is only open to Applications that have been successfully validated.

Auction Process; Communication with Eligible Bidders; Allocation

Insofar and to the extent the Registry will allocate Domain Names on the basis of the outcome of an auction process, eligible bidders for such Domain Names will be invited to auction by email. Prior to the commencement of an auction, each eligible bidder will be provided with the required information necessary to participate in the relevant auction.

An Applicant is only considered an eligible bidder for a Domain Name if its Application has been successfully validated.

1.7. Sunrise Dispute Resolution Policy

The term and procedures under which a Sunrise registration may be challenged are described in the Sunrise Dispute Resolution Policy available on the Registry Website.

1.8. Trademark Claims Notice Services

During the first phase of the Trademark Claims Notice Services the (i) the Registrar will be required to provide notice to potential Domain Name Registrants if a domain name they are seeking to register matches a Trademark Record verified by the Trademark Clearinghouse ("a Claims Notice") and (ii) The Trademark Clearinghouse will provide Notice of Registered Names ("NORNs") to Trademark holders if a Domain Name is registered that matches their Trademark Record. During the second phase of the Trademark Claims Notice Service only (ii) will be provided.

Term

The Trademark Claims Notice Services (Phase 1) will be provided for the duration of the Sunrise II and Land Rush phases and for the first 90 days of General Availability. The Registry may extend the Trademark Claims Notices service at any time. At least 4 calendar days notice of any extension will be published on the Registry Website. The second phase of the

Trademark Claims Notice Service will begin on the 91st day of General Availability and continue on an ongoing basis.

Trademark Claims Notices

When a potential Registrant attempts to register a domain name during the Trademark Claims period, the registrar is required to display a Claims Notice in real time before accepting registration. The Claims notice **MUST** be provided in English, and **SHOULD** be provided in the language of the registrar’s registration agreement. The Claims Notice does not prohibit a domain name registration; however an affirmative confirmation from the potential registrant must be required before the registration is completed.

Notice of Registered Names (“NORNs”)

During the Claims Notice period, the Trademark Clearinghouse will notify Trademark Holders if a Domain Name is registered that matches a Trademark Record in the Trademark Clearinghouse.

Chapter 2. Sunrise II Phase

2.1. Sunrise II

Sunrise II is a priority registration phase for local government, public institutions, and trademark holders whose marks are not registered or not eligible to be registered in the TMCH, and marks that are registered in the TMCH but generate no valid labels. Holders of trademarks in non-ASCII scripts, regional collective marks and other rights holders are also eligible to apply for domain names. During this phase, the Registry reserves the right to contact the Applicant directly in order to validate rights ownership as deemed necessary by the Registry. Priority in this phase will be given to applications from local government and public institutions. Domain names applied for during Sunrise II will be allocated after the close of the phase.

2.2. Sunrise II Eligibility Requirements

During Sunrise II, local government, public institutions and trademark rights holders may apply to register domain names that meet the Name Selection criteria below and the Registration Eligibility requirements set forth in Chapter 4 of this policy. Only registered owners, licensees or assignees of trademarks or other eligible qualifications that are valid at the time of Application may participate in the Sunrise II Phase. Registration in the Trademark Clearinghouse is not a prerequisite for participation in the Sunrise II Phase.

Eligible qualifications include, but are not limited to:

- nationally or regionally registered trademarks;
- court-validated marks; and
- marks protected by statute or treaty
- regional collective marks
- business or organization registration certificates

Applications to register domain names are submitted to the Registry by an Accredited Registrar who acts on behalf of the Applicant, but for its own account. No supporting documentation is required on submission of an Application, however on request from the Registry, the Applicant may be required to submit supporting documentation directly to the Registry, including but not limited to a copy of one of the documents listed above.

The Registry will only effectuate a Domain Name Registration insofar and to the extent that:

- the Domain Name meets the registration eligibility and nexus requirements set out in Chapter 4 of these Policies;
- the Domain Name meets the name selection requirements below; and
- the Domain Name is available.

The Registry may reject, revoke or delete at any time, any Application or resulting registration of a Domain Name if it appears that the Applicant did not fulfill the eligibility requirements, without the Applicant or Domain Name Holder being entitled to any reimbursement or compensation as a result of such rejection, revocation or deletion.

2.3. Name Selection

During Sunrise II an Applicant that meets the above Eligibility Requirements may submit an Application to register a Domain Name that is an identical match to the Applicant's trademark (or other eligible qualification) in accordance with the Identical Match Rules and Additions to the Identical Match Rule defined in the Trademark Clearinghouse Guidelines (<http://www.trademark-clearinghouse.com/>), and the Additional Name Selection Rules, and Transliteration Rules set forth below. (Registration in the Trademark Clearinghouse is not required.)

2.3.1 Additional Name Selection Rules

- Where a trademark (or other eligible qualification) contains non-ASCII characters, an Application may be submitted for a Domain Name that is an ASCII transliteration of the trademark (or other eligible qualification) in accordance with the Transliteration Rules below.
- Where a trademark (or other eligible qualification) contains both ASCII and non-ASCII characters, an Application may be submitted for a Domain Names that includes all of the textual elements of the trademark (or other eligible qualification) with non-ASCII transliterated into ASCII characters in accordance with the Transliteration Rules below.
- Where a trademark certificate includes representations of the same mark in multiple scripts, the corresponding Domain Name may be registered in ASCII characters.
- Where a trademark includes one or more hyphens, the hyphens may be omitted to the extent that the omission does not alter the meaning of the Domain Name.
- Company or organization identifiers (INC, KK etc.) may be omitted.

2.3.2 Transliteration Rules

Trademarks registered in Japanese characters may be transliterated in accordance with Japanese government or global (ISO3602) standards or other generally accepted method such as the Hepburn system.

Trademarks registered in scripts that contain diacritical marks such as the German umlaut or Spanish tilde may be registered in ASCII characters with marks omitted or using conventionally accepted spelling (eg. "ae" etc.).

2.4. Validation of Sunrise II Applications

Applications submitted during the Sunrise II Phase are subject to validation by the Registry. The Registry may require the Applicant to provide documentation supporting their rights claim including but not limited to a trademark certificate.

The Registry reserves the right to reject an Application if the Applicant does not submit requested documentation within the required timeframe, or if the Registry is otherwise unable to validate the Application.

Validation may take up to 10 business days from the date of application.

2.5. Sunrise II Duration, Process and Term of Registration

The Sunrise II Phase will be open for 24 calendar days. The Registry may, at its discretion extend the Sunrise II Phase at any time. Notice of any extension will be published on the Registry Website.

During the Sunrise II Phase, Applications for Domain Name Registrations shall be submitted to the Registry through an Accredited Registrar. No supporting documentation will be required at the time an Application is submitted, however the Applicant is required to submit documentation directly to the Registry for validation on request from the Registry.

After the close of the Sunrise II Phase, the Registry will validate all applications received. If an Application is successfully validated and the Registry has received no other Applications for the string, the Domain Name will be automatically allocated to the Applicant and the Registration Fee will be charged to the Registrar. In cases where two or more successfully validated Applications are received for the same Domain Name, the successful Application will be determined by Auction.

Domain names may be registered for 1 year during the Sunrise II Phase. Domain names registered during the Sunrise Phase may not be transferred for 60 calendar days.

2.6. Domain Name Allocation during Sunrise II

Single Applications

With the exception of Domain Names that are Reserved Names or Domain Names previously allocated, Domain Names that receive only one Application in the Sunrise II Phase, and are successfully validated according to these Policies will be allocated to the Applicant.

The Registry shall allocate the Domain Name to the Applicant within 7 business days of the close of the Sunrise II Phase and the Registration Fee will be charged to the Registrar. Notwithstanding the foregoing, the Registry allows 10 business days for validation of trademark rights. No domain names will be allocated prior to the completion of the validation process.

Multiple Applications

All applications received during the Sunrise II Phase are treated as received at the same time, which will be the time of the close of the Sunrise II Phase. If more than one Application for an available Domain Name is received during the Sunrise II Phase, those Applicants will be invited to participate in an auction and the Registry will award the Domain Name registration to the Applicant that prevailed. Bidding is only open to Applications that have been successfully validated.

Auction Process; Communication with Eligible Bidders; Allocation

Insofar and to the extent the Registry will allocate Domain Names on the basis of the outcome of an auction process, eligible bidders for such Domain Names will be invited to auction by email. Prior to the commencement of an auction, each eligible bidder will be provided with the required information necessary to participate in the relevant auction.

An Applicant is only considered an eligible bidder for a Domain Name if the Application has been successfully validated.

Chapter 3. The Land Rush Phase

During the Land Rush Phase, subject to the provisions of these Policies, any interested party shall be entitled to submit one or more Applications for any Domain Name that has not been reserved, registered or awarded by the Registry in the context of any of the processes or phases preceding the Land Rush phase, and meets the registration eligibility and technical requirements imposed by the Registry.

3.1. Land Rush Duration, Process and Term of Registration

The Land Rush Phase will be open for 30 days. The Registry may, at its discretion extend the Land Rush Phase at any time. Notice of any extension will be published on the Registry Website.

During the Land Rush Phase, Applications for Domain Name Registrations shall be submitted to the Registry through an Accredited Registrar together with the Land Rush Application Fee.

After the close of the Land Rush Phase, in cases where only one eligible Application is received for a Domain Name, the Domain Name will be allocated to the Applicant and the Registration Fee will be charged to the Registrar. In cases where two or more eligible Applications are received for the same Domain Name, the successful Application will be determined by Auction. An eligible Application is an Application that meets the registration eligibility and technical requirements imposed by the Registry.

Domain names are allocated in accordance with the procedures laid out in Chapter 3.2 of this Policy.

Domain names may be registered for 1 year during the Land Rush Phase. Domain names registered during the Land Rush Phase may not be transferred for 60 calendar days.

3.2. Domain Name Allocation during the Land Rush Phase

Single Applications

With the exception of Domain Names that are Reserved Names or registered Domain Names, Domain Names that receive only one Application during the Land Rush Phase will be allocated to the Applicant.

The Registry shall allocate the Domain Name to the Applicant within 7 business days of the close of the Land Rush Phase and the Registration Fee will be charged to the Registrar.

Multiple Applications

Applications received during the Land Rush Phase will be treated as received at the same time, being the time of the close of the Land Rush Phase. If more than one Application for an available Domain Name has been received during the Land Rush Phase, the Applicants will be invited to an auction for that Domain Name. Bidding is open to Applications received during the Land Rush Phase only.

Auction Process; Communication with Eligible Bidders; Allocation

Insofar and to the extent the Registry will allocate Domain Names on the basis of the outcome of an auction process, eligible bidders for such Domain Names will be invited to Auction by email. Prior to the commencement of an auction, each eligible bidder will be provided with the required information necessary to participate in the auction.

An Applicant is only considered an eligible bidder for a Domain Name if its Application has been accepted by the Registry during the Land Rush Phase, and the Application meets the registration eligibility requires set forth in Chapter 4.1.

Chapter 4. Domain Name Registration and Allocation

4.1. Registration Eligibility

Eligible registrants are:

- a. Kyoto municipalities and local governments;
- b. Public and private institutions with a valid physical address in Kyoto;
- c. Organizations, companies, and other businesses with a valid physical address in Kyoto; and
- d. Natural persons with a valid physical address in Kyoto.

All Registrants must remain in compliance with the nexus requirements at all times. The Registry will conduct scans of registration data from time to time in order to ensure compliance with the registration requirements. Any failure of a registration to satisfy the Nexus Requirement will result in the name being placed on a hold for an initial period of 30 days. The sponsoring Registrar will be notified of such a hold and be given the opportunity to correct any information. If the Registrant does not comply during the hold time frame, the domain name may be subject to deletion.

Any entity or natural person who does not have a valid physical street address in Kyoto but has a legitimate purpose for registering and using a ".kyoto" domain name may apply directly to the Registry at dotkyoto@kcg.edu. Applications that meet one of the following criteria may be approved for registration via an accredited registrar.

- a. Applicants who can demonstrate a positive economic contribution to Kyoto through business activities;
- b. Applications endorsed by the Kyoto Prefectural Government; or
- c. Applications endorsed by the Kyoto Chamber of Commerce, or other economic association with a presence in Kyoto.

No WHOIS Proxy or Privacy service of any kind is allowed in .kyoto.

4.2. Domain Name Allocation

During the Sunrise, Sunrise II and Land Rush Phases, Domain Names are allocated in accordance with the procedures described in Chapters 1.6, 2.5 and 3.2 respectively.

During General Availability, with the exception of Domain Names that are reserved or have already been registered, any Domain Name that meets the technical requirements and registration eligibility requirements imposed by the Registry, may be registered in accordance with the provisions set forth in this chapter.

The Registry shall effectuate such Domain Name registrations on a first-come, first-served basis, subject to the terms and conditions of this policy. This entails that, in principle, the first complete, eligible and technically correct request to register a Domain Name submitted by an Accredited Registrar and received by the Registry System will result in a Domain Name registration.

The date for the commencement of General Availability is subject to change, and Domain Name registrations will not be effected on a first-come-first-serve basis until General Availability opens, irrespective of whatever date may have been previously published.

4.3. Domain Name Syntax Requirements; Reserved Names; Premium Names

Syntax Requirements

- the A-label may only contain letters A-Z (case insensitive) the numbers 0-9, and hyphens;
- the Domain Name cannot begin or end with a hyphen ("-");
- the Domain Name cannot have two consecutive hyphens "--" in the 3rd and 4th positions;
- underline characters are not allowed;
- the Domain Name cannot exceed 63 characters (excluding the TLD);
- the Domain Name must have a minimum length of 3 characters.

The Registry reserves the right to make Domain Names available that deviate from the above syntax requirements at any point in time, under additional or supplemental rules and policies.

Reserved Names

The Registry reserves two-character labels, country and territory names and other labels in accordance with the .kyoto Registry Agreement. This list is subject to revision at the Registry's discretion.

Premium Names

The Registry may, at its discretion, reserve certain domain names that will be made available for registration, either at a premium price or by Auction at a schedule to be determined by the Registry.

4.4. Term of Registration

Domain names may be registered for a period of 1-10 years. The term of registration shall commence on the date of registration of the Domain Name, and shall expire on the same day of the same month in the following year.

4.5. Abusive Use and Dispute Resolution

UDRP

All domain name registrations in .kyoto are subject to UDRP.

URS

URS is applicable to all .kyoto registrations for trademark owners who seek a rapid system to take down domain names which infringe on their rights.

Acceptable Use Policy

The following paragraphs set forth activities considered abusive use of .kyoto domain names, and actions the Registry may take in response. The Registry periodically conducts technical analysis to assess whether domains in the TLD are being used to perpetrate security threats such as pharming, phishing, malware, and botnets. As an educational institution, the Registry will also promote .kyoto through education and awareness surrounding Internet usage.

Abusive use may be reported to:

Kyoto Jyoho Gakuen Abuse Contact
7 Monzen-cho Tanaka, Sakyo-ku, Kyoto
Kyoto 606-8225 Japan
Email: dotkyoto@kcg.edu

Abusive Use

Use of .kyoto in connection with illegal, fraudulent or malicious activities is prohibited, including, without limitation:

- Spam: sending of unsolicited bulk messages whether by email, instant messenger services, mobile text messaging, or to web sites or Internet forums;
- Pharming, DNS hacking or any other interference with DNS resolution;
- Phishing or any other attempt to fraudulently acquire sensitive information including but not limited to credit card details or login passwords;
- Willful distribution of malware including but not limited to viruses and Trojan horses;
- botnets including fast-flux techniques and Distributed Denial of Service (DDos) attacks;
- Distribution of content prohibited under any applicable Laws or regulations including but not limited to the publishing or distribution of content prohibited by the Prefectural Ordinance of Juvenile Protection (Kyoto Prefectural Ordinance 2, Article 13 and 13.1.2, 1.9.81);
- Distribution of child pornography or child abuse images;
- Publishing or distribution of adult content, adult entertainment, pornography or video or images depicting gratuitous nudity.
- Hacking or illegally accessing computers or networks.

Malicious Use of Orphan Glue Records

Kyoto Jyoho Gakuen will take action to remove orphan glue records (as defined at <http://www.icann.org/en/groups/ssac/documents/sac-048-en>) when written evidence is obtained that such records are present in connection with malicious conduct.

Reservation of Rights

Kyoto Jyoho Gakuen reserves the right to deny, cancel or transfer any registration or transaction, or place any domain name(s) on registry lock, hold or similar status, that it deems necessary, in its discretion;

- (1) to protect the integrity and stability of the registry;
- (2) to comply with any applicable laws, government rules or requirements, requests of law enforcement, or any dispute resolution process;
- (3) to avoid any liability, civil or criminal, on the part of Registry, as well as its affiliates, subsidiaries, officers, directors, and employees;
- (4) per the terms of any applicable registration agreement;
- (5) in the event of an occurrence of one of the prohibited activities listed above; or
- (6) to correct mistakes made by Registry or Registrar in a domain name registration.

Nexus Enforcement and Dispute Resolution Policy

Please refer to the Nexus Enforcement and Dispute Resolution Policy available on the Registry Website or on request to newgtld@gmoregistry.com.

Chapter 5. General Provisions

5.1. Amendments

The Registry may amend the provisions of this Policy from time to time, which amendments will take effect with 120 days prior notice provided by email to Accredited Registrars, and published on the Registry website. The Registry may furthermore issue interpretative guidelines on the Registry Website regarding the terms and provisions of this Policy.

If any part of this Policy shall be found invalid or unenforceable for any reason, the remainder of this Policy shall be valid and enforceable as if such provision was not included therein.

There shall be substituted for any such provision a suitable provision that, as far as is legally possible, comes nearest to the sense and purpose of this Policy.

5.2. Liability

To the extent allowed under governing law, the Registry shall only be liable in cases where willful misconduct or gross negligence is proven. In no event shall the Registry be held liable for any indirect, consequential or incidental damages or loss of profits, whether contractual, based on tort (including negligence) or otherwise arising, resulting from or related to the submission of an Application, the registration or use of a Domain Name or to the use of the Shared Registry System or Registry Website, even if they have been advised of the possibility of such loss or damages, including but not limited to decisions taken by the Registry to register or not to register a Domain Name.

To the extent allowed under applicable law, the Registry's aggregate liability for damages shall in any case be limited to the amounts paid by the Accredited Registrar to the Registry in relation to the Application concerned (excluding additional fees paid by the Applicant to the Accredited Registrar or reseller, and dispute resolution fees). The Applicant agrees that no greater or other damages may be claimed from the Registry (such as, but not limited to, any fees payable or paid by the Applicant in the context of any proceedings initiated against a decision by the Registry to register or not to register a Domain Name). The Applicant further agrees to submit to a binding arbitration for disputes arising from these Policies and related to the allocation of Domain Names.

Applicants and Domain Name Registrants shall hold the Registry harmless from claims filed or disputes initiated by third parties, and shall compensate the Registry for any costs or expenses incurred or damages for which they may be held liable as a result of third parties taking action against it on the grounds that the Applications for or the registration or use of the Domain Name by the Applicant infringes the rights of a third party.

For the purposes of this Article, the term "Registry" shall also refer to its council, employees, members, subcontractors, the Trademark Clearinghouse operator and its respective directors, agents and employees.

The Registry, its council, employees, contractors and agents are not a party to the agreement between an Accredited Registrar and its Applicants, its Domain Name Holders or any party acting in the name and/or on behalf of such Applicants or Domain Name Holders.

5.3. Representations and Warranties

When submitting an Application during the Sunrise or Sunrise II Phases, the Applicant and its Accredited Registrar represent and warrant that:

- the Applicant is the owner of the trademark, or is the assignee, or is a licensee, or is duly authorized by the holder of the trademark to use that trademark as the basis of the Sunrise or Sunrise II Application;
- the trademark mentioned in the Application is, on the date on which the Application is submitted, a legally valid and registered trademark;
- the Application contains true, accurate and up-to-date information and is made in good faith, for a lawful purpose.

All Applicants, all Domain Name Registrants, and any party submitting a Domain Name registration request represents and warrants that:

- to its knowledge, the registration of the Domain Name mentioned in the Application or Domain Name Registration Request will not infringe upon or otherwise violate the rights of any third party;
- it will not register a domain name for the purpose of distributing malware, abusively operating botnets, phishing, piracy, trademark or copyright infringement, fraudulent or deceptive practices, counterfeiting or otherwise engaging in activity contrary to applicable laws or regulations; and
- it will keep the WHOIS information related to the Domain Name accurate and up-to-date at all times.
- it shall participate in good faith in any proceedings described in the .kyoto Nexus Enforcement Policy or other Registry policy commenced by or against the Applicant.

The Accredited Registrar must ensure that Applicants and Domain Name Holders expressly acknowledge and accept that the Registry reserves the right to deny, cancel or transfer any registration or transaction, or place any domain name(s) on registry lock, hold or similar status, that it deems necessary, in its discretion:

- (1) if it does not contain complete and accurate information as described in these Policies, or is not in compliance with any other provision of these Policies; or
- (2) to protect the integrity and stability of the registry;
- (3) to comply with any applicable laws, government rules or requirements, requests of law enforcement, or any dispute resolution process;
- (4) to avoid any liability, civil or criminal, on the part of Registry, as well as its affiliates, subsidiaries, officers, directors, and employees;
- (5) per the terms of any applicable registration agreement;
- (6) following the outcome of a Dispute Resolution proceeding; or
- (7) to correct mistakes made by Registry or Registrar in a domain name registration.

The Registry shall be entitled to suspend or revoke any Domain Name in case of non-compliance or violation of these Policies, and in particular these representations and warranties.

5.4. Notices

All notices (to be) given by the Registry hereunder shall be given in writing at the email address of the Domain Name Holder, as listed in the WHOIS contact data. All notices to be given to the Registry shall be deemed to have been properly given (i) in paper form, when delivered in person or via courier service with confirmation of receipt and (ii) by electronic mail, upon confirmation of receipt by the Registry's email server.

5.5. Severability

If any provision of these Policies is held to be illegal, invalid, or otherwise unenforceable, such provision will be enforced to the extent possible consistent with the stated intention of the parties, or, if incapable of such enforcement, will be deemed to be severed and deleted from these Policies, while the remainder of these Policies will continue in full force and effect.

5.6. Waiver

No waiver of any right under these Policies shall be deemed effective unless contained in writing and signed by the party charged with such waiver, and no waiver of any right shall be deemed to be a waiver of any future right or any other right arising under these Policies. All rights, remedies, undertakings, obligations and agreements contained in this Agreement shall be cumulative and none of them shall be a limitation of any other remedy, right, undertaking, obligation or agreement.

5.7. Compliance with Law

Parties agree that they will not undertake, nor cause or permit to be undertaken, any conduct or activity which is illegal under any laws, decrees, rules or regulations, or would have the effect of causing the other party to be in violation of these Policies.

5.8. Language

All communications, notices, designations and specifications made under this Agreement shall be in the English language.

5.9. Applicable Law; Jurisdiction

These Policies will be governed by the laws of Japan.

The foregoing is without any party's right to seek injunctive or other equitable or interim relief, which it is authorized to do in the Courts of Kyoto, Japan.